



STATE OF UTAH CONTRACT

CONTRACT NUMBER: 023134

COPY
3-5-05

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Department of Transportation	810	UDOT/Central Warehouse	referred to as STATE and the following:
Agency Name	Agency Code	Division	
CONTRACTOR: <u>Ross Equipment Company, Inc.</u>			LEGAL STATUS OF CONTRACTOR
Name <u>7285 South 700 West / P.O. Box 399</u>			<input type="checkbox"/> Sole Proprietor
Address			<input type="checkbox"/> Non-Profit Corporation
<u>Midvale</u>	<u>UT</u>	<u>84047</u>	<input checked="" type="checkbox"/> For-Profit Corporation
City	State	Zip Code	<input type="checkbox"/> Partnership
<u>Greg Ross</u>	<u>(801)566-2437</u>		<input type="checkbox"/> Government Agency
Contact Person	Phone Number		
<u>870307456</u>	<u>00081J</u>	<u>76577213358, 76577213500</u>	
Federal ID#	Vendor Number	Commodity Code(s)	

2. CONTRACT TYPE AND PURPOSE:

Requirements Contract to provide the State with broom segments and sections for a period of three (3) years with (2) one-year options.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid # DG2090
Requisition # RX-810-26000000124, FY 2002

CONTRACT PERIOD: Effective date: 3/01/02, Termination date: 2/28/05, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any): (2) one-year

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of: \$999,999.99 for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Specification
ATTACHMENT C: Pricing
ATTACHMENT D: Special Terms and Conditions

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # DG2090 dated 1/02/02

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

C Todd Bradley
Contractor's Signature
C Todd Bradley
Contractor's Name
Sales
Title

Neal Christensen
STATE OF UTAH
Neal Christensen, Admin Service Director
DPH
MAR 29 2002
Division of Purchasing
CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE
3-29-02
Division of Finance

Robert Badham 965-4586
Tracie Montano (801)965-4534 (801)965-4818
Agency Contact Person Telephone Number Fax Number

ENT'D MAR 03 2005
Scanned ✓

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

BROOM SEGMENTS & WAFERS

1.0 GENERAL DESCRIPTION. To provide the state with broom segments and wafers. Contract will be a three year contract with (2) one-year options.

2.0 PRODUCT REQUIREMENTS. Polypropylene and Wire Broom Segments and Convolute Poly Broom Section and Convolute Wire Broom Segments (Sets).

2.1 General Requirements. Polypropylene and Wire Broom Segments

MATERIAL	Material to be .080 x .110 oval shaped virgin polypropylene bristle with tensile strength of approximately 35,000 p.s.i..
DIMENSIONS	Outside diameter: approximately 32". Inside diameter: approximately 10 1/16". Width inside: approximately 1/2".
BRUSH RING	Each brush ring shall be made of premium grade steel. Each steel ring shall have one drive pin protruding from ring to drive the wafer. Each ring shall be filled with the above material and pressed closed every 1' plus or minus 1/8" to ensure maximum strength under normal sweeping conditions.
WEIGHT	The weight of each complete brush section shall be 3.5 lbs., +/- 5%.
SPACERS	Spacers shall be approximately 1 3/16" thick with 10 1/16" approximate inside diameter.

2.2 General Requirements. Convolute Poly Broom Section / Convolute Wire Broom Section

NOTE: One Box of poly and One Box of Wire make up one Set.

Poly

MATERIAL	Material to be .075 x .105 oval shaped crimped virgin polypropylene bristles with the tensile strength of approximately 35,000 p.s.i..
DIMENSIONS	Outside diameter: approximately 24". Inside diameter:: approximately 6 3/8" +1/8"/-0 Width inside: approximately .045
BRUSH RING	Each brush ring shall be made of premium grade 18 gauge coil steel, .045 thick and shall be a solid continuous ring with no break in the steel ring for structural integrity. Each steel ring shall have two of 5/16" thick drive pin protruding 9/16" from ring and 1 3/8" apart center to center to drive the wafer. Each ring shall be filled with the above material and pressed closed every 1" plus or minus 1/8" to ensure maximum strength under normal sweeping conditions.
WEIGHT	The weight of each complete brush section shall be 2.0 lbs., +/- 5%.
SPACERS	None.

BROOM SEGMENTS & WAFERS**Wire**

MATERIAL	Material to be .028 diameter high carbon hard drawn bright spring wire crimped on two planes with tensile strength of approximately 270,000 - 312,000 p.s.i. before crimping.
DIMENSIONS	Outside diameter: approximately 24". Inside diameter: approximately 6 3/8" +1/8"/-0 Width inside: approximately .045
BRUSH RING	Each brush ring shall be made of premium grade 18 gauge coil steel .045 thick and shall be a solid continuous ring with no break in the steel ring for structural integrity. Each steel ring shall have two of 5/16" thick drive pins protruding 9/16" from ring and 1 3/8" apart center to center to drive the wafer. Each ring shall be filled with the above material. The .028 wire shall be held secured in the ring by three wraps of .091 diameter wire. Each brush ring shall be pressed closed every 1" plus or minus 1./8" to ensure maximum strength under high speed sweeping conditions.
WEIGHT	The weight of each complete brush section shall be 3.30 lbs., +/- 5%.
SPACERS	None.

(Set includes 25 each poly and 25 each wire)

NOTE: ONE BOX OF POLY AND ONE BOX OF WIRE MAKE UP ONE SET.

ATTACHMENT C: PRICING

10x32 -

Polypropylene and Wire Broom Segments

\$ 5.75 each

Convoluted Poly/Wire Broom Segments Set
(Set includes 25 each poly and 25 each wire)

\$295.00 each

7'

8'

7'

then wire

Note.

29 & 28
24-25

7 Seg rx

56

10x32

(56)

8'

29

& 28

poly

wire

167.00

65.00

149.00

10

32

023101

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT PERFORMANCE TERM.** This is a requirements contract to provide the State with broom segments and wafers for a period of three (3) years with (2) one-year options.
2. **QUANTITY OR AMOUNT ESTIMATES.** The State does not guarantee to purchase any amount under this contract. Estimated contract amounts are for bidding purpose only and are not to be construed as a guarantee to purchase stated amount. "UDOT may order from another vendor, supplies and services available under this contract in order to meet nonrecurring or special needs, when approved by UDOT's Procurement Manager."
3. **NON-ASSIGNMENT.** The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from UDOT's Procurement Manager. The provision of monies due under this contract shall not be assignable without prior approval from UDOT's Procurement Manager or Procurement Supervisor.
4. **INVOICING.** THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES. BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY. In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices.

The Contractor shall submit invoices to:

UTAH DEPARTMENT OF TRANSPORTATION
4501 South 2700 West
Box 141500
Salt Lake City, Utah 84119.

The State will remit payment by mail.

5. **PRICING**
The Contractor agrees prices on Broom Segments and Sections in this contract shall be guaranteed for at least three (3) years. Any change request on prices must be made at least thirty (30) days prior to the requested effective date. Any such request must include sufficient documentation supporting this request. Requests for change on any pricing in this contract shall not be effective until it is approved by UDOT's Procurement Manager.
6. **DELIVERY**
The shipping terms on this contract are F.O.B. destination.